

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. C 2 ID Code

Page 01 Pages

2. Amendment/Modification No. M001	3. Effective Date NOV 15 1996	4. Acquisition/Purchase Req No. 97-C-005	5. Project No. (if applicable)
6. Issued By Office of Procurement Patent and Trademark Office 11 Crystal Drive, Suite 810 Arlington, VA 22202		7. Administered By (if other than item 6)	

8. Name and Address of Contractor (No., street, city, county, State, ZIP)

HUGHES DATA SYSTEMS
2362 MCGAW STREET

IRVINE, CA 92714

☐ 9A. Amendment of Solicitation No.☐ 9B. Dated (see item 11)☒ 10A. Modification of Contract/Order No.
50PAPT600041☒ 10B. Dated (see item 13)
August 23, 1996

CODE

IFACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers: ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 3 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

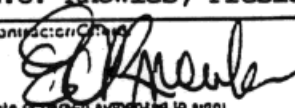
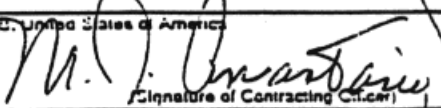
- ☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- ☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- ☒ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT AUTHORITY OF:
Mutual Agreement of the Parties (see page 2)
- ☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible).

SEE PAGE 2

Except as otherwise shown, all terms and conditions of this document shall remain in full force and effect.

15A. Name and Title of Signer (Type or print) E.O. Knowles, President	16A. Name and Title of Contracting Officer (Type or print) Anastasio, Mike
15B. Contracting Officer's Signature 	16B. Date Signed DEC 6 1996
15C. Date Signed DEC 6 1996	16C. Date Signed DEC 12 1996
15D. United States of America Signature of Contracting Officer 	16D. Date Signed DEC 12 1996

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STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification to Contract 50-PAPT-6-00041 is to :

- (1) incorporate a Technology Enhancement for that technology that is near or at the end of their lifecycle and incorporate revised unit prices as a result of the Technology Enhancement;
- (2) incorporate the Contractor's proposal by reference in Section C;
- (3) provide a clarification to Section E.2.2, "Acceptance";
- (4) revise Section G by incorporating the Contractor's Electronics Funds Transfer address and providing a change in the Contracting Officer's Technical Representative; and
- (5) revise Section H.4, "Quarterly Price Adjustment" to incorporate a definitive schedule for price adjustments.

The substitutions of Contract Line Items (CLINs) and the resulting price adjustment under this modification are made under the authority of Section C.4.4, "Technology Enhancement", Section H.17, "Technological Advances", Section H.4, "Quarterly Price Adjustment", and mutual agreement of the parties. Accordingly, Contract 50-PAPT-6-00041 is modified as follows:

1. Under Section B.1, "SUPPLIES AND/OR SERVICES AND PRICES/COSTS, B.1.1, "BASE PERIOD" , make the following changes:

- (a) Delete B.1.1 in it's entirety and replace with the following:

B.1.1 BASE PERIOD (Effective Date of Award through 12 months thereafter)				
CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001AA	Level 1 Desktop Workstation (180 Pentium Pro 180, Intel Venus Motherboard, 32 MB EDO DRAM, NIC, Surge suppressor, Floppy Drive, Keyboard, 3-button mouse			\$1,699.00
001AB	Level 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppressor, Floppy Drive, Keyboard, 3-button mouse			\$1,987.00
002	Video Monitor -17" and Accessories			
002AA	Video Monitor - 17" CTX 1785GME Monitor	213	4533	\$ 632.00
002AB	Graphics Display Adapter (1280 x 1024)	213	4533	\$ 262.00
003	Video Monitor - 21" Hitachi HM-4921-D/A-OTO1 Monitor	200	4533	\$1,499.00
004	Video Monitor - 24" dual page Image Systems M24LMAX Monitor (with Digital Controls)	1	3000	\$1,365.00

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005	Video Accelerator Adapter - 1600 x 1200 Matrox Millenium 4MB MGA-MIL/4G	200	4533	\$ 409.00
006	Internal Hard Disk Drive, IDE (2GB) Seagate ST32140A 2 GB IDE	100	500	\$ 279.00
007	Internal Hard Disk Drive, Fast SCSI-2 (2GB) Seagate ST32171W 2 GB SCSI-II	357	2500	\$ 679.00
008	Internal Hard Disk Drive, Fast SCSI-2 (4GB) Seagate ST34371W 4 GB SCSI-II	357	1000	\$ 949.00
009	Removable Internal Storage Device Integral Peripherals Viper 170E	5	1000	\$ 299.00
010	CD-ROM Drive, Internal Plextor 8PleX SCSI CD-ROM Drive	400	4533	\$ 259.00
011	Tape Backup Kit, Internal Tecmar WangDAT 2 GB Tape Drive w/5 90 Meter DAT Tapes	100	4533	\$ 719.00
012	Network Interface - Ethernet 10Mb/s Intel EtherExpress Pro 100 NIC	814	4533	\$ 113.00
013	Fast SCSI-2 Interface Adaptec AHA-2940UW SCSI Adapter	714	3500	\$ 171.00
014	PCMCIA Adapter Greystone GS220 Card Dock	5	1000	\$ 87.00
015	Memory Expansion	200	13000	
015AA	Memory Expansion - 8MB SIMMs 8 MB 60 ns EDO DRAM SIMM Module			\$ 72.00
015AB	Memory Expansion - 16MB SIMMs 16 MB 60 ns EDO DRAM SIMM Module			\$ 144.00
015AC	Memory Expansion - 32MB SIMMs 32 MB 60 ns EDO DRAM SIMM Module			\$ 288.00
016	Network Laser Printer and Accessories			
016AA	Network Laser Printer HP 5SiMX Laser Printer, Serial Port Interface, add'l 4MB RAM	40	1500	\$3,582.00
016AB	Additional RAM for 016AA Simple Technology 16 MB RAM Module	40	1500	\$ 199.00
016AC	Network Interface for 016AA HP JetDirect E/802.3	40	1500	\$ 343.00
017	Local Laser Printer HP 6MP	285	3500	\$ 925.00
018	Bar Code Reader - Scanner Symbol Tech Bar Code Reader, 117V Power Supply, PS-2 Smart Cable, add'l cabling	200	3500	\$ 523.00
019	Bar Code Reader - Network Scanner Symbol Tech Net Bar Code Reader, PDT 3300 Portable Data Terminal, 117V Power Supply, 12V Power Supply, One-time development S/W	10	1500	\$1,199.00

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020	FAX/Modem, Internal US Robotics 33.6 FAX/Modem	200	4533	\$ 151.00
	Multimedia Kit	200	4533	
021AA	Low-End Multimedia Kit Creative Labs AWE32PnP Sound Card, Creative Labs CS200 or Labtec LCS-1022 Speakers, Headset and Microphone			\$ 84.00
021AB	High-end Multimedia Kit Sound Blaster 32 IDE PnP Sound Card, Jensen JPS-35 Speakers, Headset and Microphone			\$ 209.00
022	Ergonomic Natural Keyboard	100	2000	\$ 90.00
023	Keyboard Wrist (rest) Pad	814	4533	\$ 3.00
024	Operating System - Multiprocessing	814	4533	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			\$ 0.00
024AB	Operating System - Multiprocessing Windows NT			\$ 108.00
TOTAL FOR BASE PERIOD: SEE SECTION B.2				

(b) Section B.2, "Total Contract Price", is hereby restated as follows:

The minimum base period price is \$2,721,193, and the maximum base period price is \$53,141,519. The maximum base period price was calculated by applying the unit prices set forth above to the maximum quantities. For those CLINs with subCLINs (i.e. CLINs 001, 015, and 021), the maximum quantities were applied to the unit prices for the higher priced subCLIN.

2. Under Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, Section C.9 is hereby added as follows:

C.9 INCORPORATION OF CONTRACTOR'S PROPOSAL

The Contractor's proposal dated October 16, 1996, reference serial number PTO-96-282, with revision dated November 4, 1996, is hereby incorporated by reference relating to Contract Modification M001.

3. Under Section E, INSPECTION AND ACCEPTANCE, the first sentence of Section E.2.2, "Acceptance", is restated as follows: "All ADPR supplies and services procured under this contract shall be subject to an Acceptance Period of up to a total of 45 calendar days after receipt of the product at the PTO before acceptance by the Government."

4. Under Section G, CONTRACT ADMINISTRATION DATA, make the following changes:

(a) Under Section G.3, "Contracting Officer's Technical Representative (COTR) - Technical Direction", subparagraph (a) is hereby revised to designate the following individual as COTR:

NAME: Carla Bowman
ADDRESS: U.S. Department of Commerce
Patent and Trademark Office
Crystal Park 3, Suite 402
2231 Crystal Drive
Arlington, VA 22202
PHONE NO: (703) 305-9425

Under Section G.6, "Electronic Payment Information", subparagraph (c) is hereby added as follows:

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(c) The Contractor's Electronics Funds Transfer address is as follows:

Bank of America
Concord, CA 94520
ABA No. 121000358
Hughes Data Systems
Account No. 12351-02236

5. Under Section H, SPECIAL CONTRACT REQUIREMENTS, the following dates provide a definitive schedule for the end of each quarter under Section H.4, "Quarterly Price Adjustment": March 31, June 30, September 30, and December 31. The next quarterly price adjustment shall be completed by March 31, 1997.
6. As a result of this modification, the total contract obligation remains unchanged. Funds are obligated in accordance with each delivery order.
7. Except as provided herein, all terms and conditions of Contract 50-PAPT-6-00041 remain unchanged and in full force and effect.

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